

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ASHBY HENDERSON and THOMAS
HERSHENSON, Individually and on
Behalf of All Others Similarly
Situated,

Plaintiffs,

$$V.$$

THE BANK OF NEW YORK MELLON, N.A.,

Defendant.

Civil Action
No. 15-10599-PBS

ORDER

September 19, 2019

Saris, C.J.

On August 23, 2019, individual counsel for Lead Plaintiff Ashby Henderson, McTigue Law LLP ("McTigue Law"), filed a motion for an award of attorney's fees and litigation expenses in connection with the Court's final approval of the class action settlement (Dkt. No. 591). Specifically, McTigue Law sought an order from the Court directing Lead Plaintiff's counsel pay 20% of the attorney's fees award as well as \$56,961.28 in litigation expenses to McTigue Law pursuant to an October 2016 "Co-Counsel Agreement" between the firms. In opposition, Lead Plaintiff's counsel argued that the Court should deny the motion because McTigue Law breached the October 2016 agreement. As discussed on the record at the September 6, 2019 final settlement approval

hearing, McTigue Law's motion essentially raises a breach of contract claim against Lead Plaintiff's counsel. The Court did not resolve that claim in its ruling on Lead Plaintiff's motion for attorney's fees and expenses.

Accordingly, the Court **DENIES** McTigue Law's motion for attorney's fees and litigation expenses (Dkt. No. 591) without prejudice to the firm seeking relief from Lead Plaintiff's counsel in a separate lawsuit for breach of contract.

SO ORDERED.

/s/ PATTI B. SARIS

Hon. Patti B. Saris

Chief United States District Judge